

The general conditions consist of the :

- 1. GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES**
- 2. GENERAL TERMS AND CONDITIONS FOR USE OF THE SERVICES**
- 3. DATA PROCESSING CHARTER FOR THE SOFTWARE PRODUCTS OFFERED BY LB**

GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES

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I. IDENTIFICATION – CONTACT DETAILS

Lefebvre Belgium ('LB') is a publisher of professional information. Its offering includes books, knowledge bases (databases and software) magazines, journals, applications, strategy support tools, training and advertising space...

These General Terms and Conditions govern the Services provided and Products offered for sale by LB:

Lefebvre Belgium SA
Registered office: Avenue Jean Monnet 4, 1348 Louvain-la-Neuve – Belgium
VAT: BE0436.181.878
RPM: Walloon Brabant

Tel.: 0800 39 067 (free number from Belgium) or +32 (0)2 548 07 13 – call from Monday to Friday, except public holidays, during business hours

Email: For any requests regarding our products and services, please use the email address:

contact@larcier-intersentia.com

II. PURPOSE AND SCOPE OF CONDITIONS

Article 1. DEFINITIONS

1.1. In these General Terms and Conditions for the Sale of Products and Services, the definitions of the following terms apply:

1.1.1. Knowledge Base:

1.1.1.1 any IT service provided by LB enabling the Client to access information resources online; or

1.1.1.2 any software (calculation software and others) provided by LB.

The Knowledge Bases provided by LB include: Strada lex, TaxWin, SocialWin, My Tips & Advice, ComptAccount, Sofisk, Webwin, Tax-IQ, First, GoComply, PCA, Toxic, GenIA-L Assistant, Toovalu, etc.;

1.1.2. Software: any software (calculation software and other software (workflows, etc.)). Software provided by LB include: Sofisk, Webwin, Tax-IQ, First, GoComply, PCA, Toxic, GenIA-L Assistant and Toovalu ;

1.1.3. Client: the purchaser of a Product(s) and/or Service(s) provided by LB, whether it is a Consumer or a person acting in a professional setting. The Client is always User of the Services provided by LB;

1.1.4. Account: personal interface provided to a Client on one of the LB Websites which, among other things, gives the Client access to Knowledge Bases, allows them to use the Software and tools made available to them by LB , allows them to place orders for Products or Services, obtain information on previous orders, etc.;

1.1.5. Special Terms and Conditions: any conditions specific to a Service or a Product of LB ordered by the Client, the content of which is brought to the attention of the Client during the ordering process. If such Special Terms and Conditions exist and contradict these General Terms and Conditions, they shall take precedence over them;

1.1.6. Consumer: any natural person acting for purposes that are not part of their commercial, industrial, artisanal or liberal profession or activity;

1.1.7. General Terms and conditions for Use of the Services: The General Terms and Conditions for Use of the Services provided by LB, available at the following address: [General Terms and Conditions for Use of the Services](#)

1.1.8. Agreement: the contract between the Client and LB, concerning the sale of a Product or a Service, which is governed by these General Terms and Conditions for the Sale of Products and Service (hereafter the "General Terms and Conditions" or "Terms and Conditions") and any Special Terms and Conditions, and the Privacy Charter;

- 1.1.9. Indirect loss: indirect loss is the direct consequence of direct loss and includes, although not limited to, any financial or commercial loss, loss of clients or savings, any commercial disruption whatsoever, any increase in costs and other general expenses, loss of profit, loss of brand image, any delay or disruption to the scheduling of projects or activities, loss of data and its consequences, etc.;
 - 1.1.10. Digital File: any computer file provided by LB presented in a single, specific format (generally PDF or .epub) which displays a work on a digital device;
 - 1.1.11. Force majeure: the following events in particular will be considered as cases of force majeure or fortuitous events: (1) the loss or total or partial destruction of the provider's computer system or its database where any of these events cannot reasonably be attributed to it and where it is not demonstrated that the provider has failed to take reasonable measures to prevent any such events; (2) earthquakes; (3) fires; (4) floods; (5) epidemics and pandemics; (6) acts of war or terrorism; (7) strikes, whether declared or not, including total or partial strikes by postal services, means of transport and/or communications; (8) lockouts and lockdown; (9) embargoes; (10) insurrections and riots; (11) a stoppage of energy supply (such as electricity); (12) a fault on the network for the Internet of the system of data storage; (13) a fault on any telecommunications network, whether it be provided by LB or a third party, and any loss of connectivity on the Internet network; or (14) any other cause beyond LB's reasonable control;
 - 1.1.12. Monograph: any non-periodical book or treatise, any non-periodical work provided by LB;
 - 1.1.13. Protected Works: all works and elements protected by any intellectual property right belonging to or managed on behalf of a third party by LB or one of the companies belonging to LB, or including but not limited to Journals, Monographs, Digital Files, all elements comprising the Knowledge Bases, the tools comprising the GenIA-L Services, training media and content, the Results generated by the GenIA-L Services, etc., marketed or provided to Clients or third parties by LB in one way or another;
 - 1.1.14. Party: refers indiscriminately to one of the two Parties to the Agreement;
 - 1.1.15. Parties: the Parties to this Agreement;
 - 1.1.16. Product: any product ordered by the Client and provided by LB;
 - 1.1.17. Journal: periodic publication specialising in a specific field, including the Notarial Directory;
 - 1.1.18. Request(s): all instructions, prompts or questions formulated by the User in the tools comprising the GenIA-L Services.
 - 1.1.19. Results: the result produced by the AI Module integrated into the GenIA-L Services in response to each Request.
 - 1.1.20. Service: any service, whether it is training or making available a Knowledge Base, Platform, the GenIA-L tool, Digital Files, Websites, etc. carried out by LB, commissioned by the Client;
 - 1.1.21. GenIA-L Services or GenIA-L Tools: applications running on a Generative AI Module, including GenIA-L Doc, GenIA-L Search and GenIA-L Assistant tools.
 - 1.1.22. Generative AI Module: automated technological and IT infrastructures and platforms that use computational and algorithmic techniques for deep learning and natural language processing to index, analyse and synthesise textual input from various information sources and provide ('generate') responses by linking this information and processing to the queries made and synthesising the content thus processed.
 - 1.1.23. Website: one or all of the websites managed or edited by LB, whether they are portals to Services or static display websites as well as any other site complementary to a magazine published by LB;
 - 1.1.24. Download: the fact of transmitting and/or reproducing a Digital File on a digital device;
 - 1.1.25. User: any person using one of the Services provided by LB either because the person has contracted with LB directly (the Client User), or because they have obtained access to the Service either through a Client (the Non-Client User) or not (e.g. a simple visitor to a Website). Clients are considered to be Users but Users are not necessarily Clients.
- 1.2.** Unless otherwise stated, plurals include the singular, and vice versa.
- 1.3.** Terms not defined are understood in their usual sense.

- 1.4. Unless otherwise stated, lists appearing in the Agreement are never exhaustive.

Article 2. PURPOSE OF THE TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions are intended to guide the sale of LB Products and Services to the Client.
- 2.2. The Client for Services is always considered a User of the Services provided by LB. Accordingly, the General Terms and Conditions for the Sale of Products and Services also apply to the Client, since they govern the use of LB Services.
- 2.3. The Client for Services may have several Non-Client Users of LB under their responsibility. LB shall not establish a direct contractual relationship with the Non-Client User, but the User must still comply with the [General Terms and Conditions for Use of the Services](#). The Client shall inform the Users under his responsibility of the General Terms and Conditions for the Sale of Products and Services.

Article 3. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 3.1. By creating an Account or by placing an order for a Product or Service, the Client accepts without reservation these General Terms and Conditions, which they have been able to read beforehand. The Client undertakes to comply with these terms and conditions and guarantees that Users will comply with them.
- 3.2. The creation of an Account or the placing of an order also implies that the Client has been able to read the Privacy Charter.
- 3.3. Any exception to this Agreement shall be made in writing and signed by both Parties.

Article 4. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS/OF THE AGREEMENT

- 4.1. LB reserves the right to amend the General Terms and Conditions at any time, subject to prior notice to the Client.
- 4.2. The said amendments shall be brought to the attention of the Client at least one month before their entry into force, in the most appropriate manner taking into account the state of the art. The Client for Services is responsible for informing any Non-Client Users who are under their responsibility.
- 4.3. In the event of a substantial amendment to the Agreement, the Client may terminate the Agreement at no cost, subject to notification of its intention to do so and by providing proof of the substantial nature of the change, before the amendment takes effect, which the Client must do within one month of LB's notification of the amendment to the Convention. In the absence of any reaction from the Client within one month of the notification of the amendment, the Client shall be deemed to have accepted the new Agreement.

III. ACCOUNT AND USERS OF SERVICES

Article 5. CLIENT/USER – DISTRIBUTOR/CLIENT RELATIONSHIP

- 5.1. It is appropriate to distinguish between LB Clients, who contract directly with LB (for [Products](#) and/or [Services](#)) and Users [of Services](#) provided by LB, who may be LB Clients or even Users under the responsibility of an LB Client (Non-Client Users).
- 5.2. Within the limits of the number of Users provided for in the applicable Special Terms and Conditions, the Client for Services may have several Users of Services under its responsibility. The User under the responsibility of the Client must work on behalf of the Client (as an employee or under contract as a self-employed person or association). For example, this will be the case when the Client is a law firm with several employees or self-employed persons working on behalf of the Client. These workers can benefit from the Services and Products provided by LB. They are considered Non-Client Users of LB.
- 5.3. The Client for Services is responsible for the Users' compliance with the General Terms and Conditions for Use of the Services. Any breach of the General Terms of Use of the Services by one of the Non-Client Users will be considered by LB as being committed by the Client himself, against whom LB may have direct recourse.
- 5.4. Distributors shall pass the provisions of these General Terms and Conditions for Sale on to their clients.

Article 6. CLIENT ACCOUNT MANAGEMENT AND USERS UNDER THE CLIENT'S RESPONSIBILITY

- 6.1.** The Client for an Online Service may have an Online Account, as part of the provision of the Service.
- 6.2.** As a rule, one Account must correspond to one single individual. It is not permitted for several individuals to use the same Account.
- 6.3.** The Client is responsible for the validity and accuracy of the information provided when creating or managing an Account, including sub-accounts for the Users it vouches for.
- 6.4.** LB reserves the right to refuse access, close the Client Account and/or Users' sub-accounts and remove or edit content if the Client – or one of the Users under its responsibility – breaches any one of the applicable laws or any provision of the Agreement, including failure to pay an invoice on the due date, or displays abnormal behaviour which a normally prudent and diligent professional should not display when using the Service normally. Where applicable, refusal of access may relate to a specific IP address or MAC address.

Article 7. COMMUNICATION OF THE NUMBER OF USERS UNDER THE CLIENT'S RESPONSIBILITY

- 7.1.** LB may suggest price structures based on a number of Users, generally the number of people (employees and freelancers) working on behalf of a Client, typically per number of lawyers working at the same law firm.
- 7.2.** If LBS has doubts concerning the actual number of people accessing the Services, compared to the number of Users notified by the Client, LB may carry out all necessary checks and the Client agrees to cooperate fully with these checks.
- 7.3.** In the event of proven fraud, LB may immediately end the Agreement at the sole fault of the Client, and the price difference based on the difference between the number of initially defined Users and the number of actual Users will be payable by the Client for the period of time affected by the fraud, plus 100% for the act of fraud. Notwithstanding this, LB has the right to claim any other amount or compensation related to the termination of the Agreement due to the Client's fault.
- 7.4.** The Client is responsible for any changes in the number of Users in comparison to the initially defined number. The Client will notify LB immediately of any changes to the number of Users and changes in the identity of the Users, in the event of departure or arrival. In this case, the identification information of the User concerned will be amended. Each Client may make User amendments of up to 10% of the number of initially defined Users. Beyond this 10% threshold, the amendments will be invoiced by LB.
- 7.5.** Each User will have access to the Service via a personal email address and a password, except in the case of access via IP recognition.

IV. PRE-CONTRACTUAL INFORMATION

Article 8. OFFER

- 8.1.** All the products and services offered by LB, regardless of the medium on which they appear (Website, folder, catalogue, etc.) are described in good faith and as faithfully as possible.
- 8.2.** Products and Services are offered subject to availability.
- 8.3.** LB may modify its offer of Products and Services at any time.
- 8.4.** The Client will be notified as quickly as possible if a Product is unavailable for any length of time. Where applicable, the Client may then cancel their order without charge.
- 8.5.** With regard to training, registrations are accepted subject to available spaces. The Client may make enquiries about the availability of training by contacting LB.

Article 9. PRICE OFFER

- 9.1.** The prices displayed for the Products and Services offered by LB, regardless of the medium (Website, folder, catalogue, etc.) may be amended without notice by LB.
- 9.2.** Unless otherwise stated, the prices are in euros and do not include taxes or delivery charges.

- 9.3.** The price displayed for the Product or Service covers only the features included in the Product or Service description.
- 9.4.** The Client may have access to advantageous offers, in particular on items sold by mail or electronically.

Article 10. TAXES – ORDERS IN THE EU

- 10.1.** Clients not subject to VAT will be charged VAT in the EU country shown on the invoice.
- 10.2.** Clients subject to VAT, with their registered office in another country of the European Union and who wish to receive deliveries in this country, will be invoiced without VAT. It is, however, their responsibility to declare this import, in order to comply with the tax legislation of their country of establishment.
- 10.3.** In all cases, Clients subject to VAT will be required to declare their VAT number on the order form. LB reserves the right to suspend the order if this information is not sent or if the number communicated is incomplete or incorrect.

Article 11. TAXES – ORDERS INVOICED AND DELIVERED OUTSIDE THE EU

- 11.1.** LB will apply the VAT rules applicable to the sale of Products and Services to countries outside the European Union.
- 11.2.** For orders to a country outside the European Union, the Client is the importer of the Product or Products concerned.
- 11.3.** Customs fees, local taxes, import duties or State taxes may be liable for payment. These duties and taxes are not the responsibility of LB. They are payable by the Client, who takes full responsibility for declarations and payments to the competent authorities/organisations in its country.

Article 12. DELIVERY CHARGES

- 12.1.** In the event of an order being placed for a Product or Products via a LB transactional website, any delivery charges payable by the Client shall be communicated at the time of the summary of the online order.
- 12.2.** In the event of an order being placed for a Product or Products by any electronic or analogue means other than those set out in Article 12.1, if applicable, an estimate of the applicable delivery costs shall be communicated to the Client by the same method as that of placing the order. The Client may decide to cancel his order within 24 hours of receipt of this estimate.
- 12.3.** In general, the delivery charges for the Product or Products are calculated on the basis of the weight of the goods making up the delivery to be made and the destination. They are generally payable by the Client.

V. PLACING AN ORDER

Article 13. ONLINE ORDERING PROCESS

- 13.1.** The Client can order the Products and/or Services provided by LB online via one of LB's websites or by any other means (telephone, pre-printed order form, etc.).
- 13.2.** LB reserves the right to make the order confirmation subject to other conditions, suspend it or refuse it, in the following, strictly limited cases:
- 13.2.1.** Communication of clearly incorrect data;
 - 13.2.2.** Incomplete or incorrect purchase order;
 - 13.2.3.** Non-payment of previous deliveries or refusal of authorisation by the Client's bank or financial organisation or the LB financial department;
 - 13.2.4.** Orders for an abnormally high number of works;
 - 13.2.5.** Orders for an abnormally high sum;
 - 13.2.6.** Delivery to be made in a geographical zone where the risks are unreasonable, either due to lack of reliable transport or distribution, or due to Force majeure.

Article 14. PAYMENT

- 14.1.** Payments may be made by credit card, debit card or bank transfer. In the latter case, LB reserves the right to make acceptance of the order or the delivery subject to receipt of payment.
- 14.2.** Unless specifically agreed in writing, payments are due immediately and without any discount.
- 14.3.** Delayed payment
- 14.3.1. With respect to all Clients excluding Consumers :
- any invoice unpaid on its due date shall automatically and without prior notice incur interest of 8% per year on the sums due.
 - in the event of non-payment on the due date, contractually fixed compensation of 10% of the remaining balance will be due, automatically and without formal notice, with a minimum of €40.
- 14.3.2. With respect to Consumers :
- any invoice unpaid on its the due date shall, after a reminder has been sent and a period of fourteen calendar days has elapsed, starting on the third working day following the day on which the reminder is sent on paper, or on the calendar day following the day on which the reminder is sent electronically, be subject to the following charges interest on arrears at the reference rate plus 8 percentage points referred to in article 5, paragraph 2, of the law of August 2, 2002 concerning the fight against late payment in commercial transactions, starting on the calendar day following the day on which the reminder is sent, and a flat-rate penalty of :
 - 20 EUR if the outstanding amount is less than or equal to 150 EUR.
 - 30 EUR plus 10% of the outstanding amount on the portion between 150.01 and 500 EUR if the outstanding amount is between 150.01 and 500 EUR.
 - 65 EUR increased by 5% of the amount due on the tranche above 500 EUR with a maximum of 2,000 EUR if the outstanding amount is above 500 EUR, the maximum only applies in respect of Consumer Clients.

Article 15. INVOICING

The Client explicitly agrees to the use and receipt of electronic invoices, at LB's discretion.

Article 16. SECURITY AND ARCHIVING

- 16.1.** The security of electronic funds transfers and correct execution of payment orders generally is the sole responsibility of the financial organisations managing these transfers.
- 16.2.** LB cannot be held liable for any loss whatsoever resulting from an error, omission, breakdown, malfunction or wrongful act that is not directly attributable to it.
- 16.3.** It is the Client's responsibility to be aware of the general terms and conditions and limits of liability applicable to the payment services that they use.

VI. EXECUTION OF THE PRODUCT ORDER

Article 17. DELIVERY TIME FOR THE PRODUCTS ORDERED

- 17.1.** For deliveries in Belgium, delivery times are between :
- 2 to 10 working days if the product is in stock
 - 10 to 20 working days if the product is out of stock
- 17.2.** For deliveries outside Belgium, delivery times depend on the destination and the stock availability and is of maximum 60 working days.
- 17.3.** In the case of items that are deliverable on different dates due to their availability, the delivery time is based on the longest period.

- 17.4.** LB always reserves the right to split deliveries.
- 17.5.** In general, an order shall be deemed delivered within 5 business days after the items have been handed over to the delivery carrier.
- 17.6.** In the event that the order is not honoured within thirty (30) days of its confirmation, the Client is invited to make contact with LB to check the status of the order, and in the event of a problem attributable to LB, LB will remedy it as quickly as possible. If it turns out that the dispatch that should have been made was lost during the delivery process, LB will issue a new dispatch or will refund the amount of the order, including the dispatch costs incurred.

Article 18. TRANSFER OF OWNERSHIP OF PRODUCTS ORDERED

Ownership of the Product or Products ordered is transferred to the Client upon receipt of full payment by LB.

Article 19. PRODUCT CLAIM – CLAIM PERIOD

- 19.1.** Consumer Clients are covered by the legal guarantee.
- 19.2.** Visible defects
- 19.2.1. With respect to Consumers:
- 19.2.1.1 Any lack of conformity must be notified to LB within two (2) months from the discovery of the defect. If this defect is apparent at the moment of the delivery, the Consumer is invited to notify the carrier and/or LB as soon as possible.
- 19.2.2. With respect to companies :
- 19.2.2.1 Any parcel that is damaged or that has a visible defect upon delivery of the Product must be refused and returned to the carrier by the Client, otherwise the Client will be deemed to have accepted this visible defect.
- 19.2.2.2 Any claim of visible defects shall be admissible only if it is made in writing within eight (8) working days of receipt of the Products. After this period, the Client is deemed to have definitively approved the supply of the Product.
- 19.3.** Hidden defects
- 19.3.1. Without prejudice to the limits of liability described in the present general terms and conditions, in the event of hidden defects, which occurred within two years (2) from the date of delivery, the Client has a period of two (2) months from the discovery of said defect(s) in order to notify them, in writing, to LB. In this case, the Client must return the defective Product(s).
- 19.3.2. This guarantee only applies to sales where Belgian law applies.

Article 20. SUBSCRIPTION TO JOURNALS

- 20.1.** Subscription to a journal begins on 1 January of the year in which the subscription is contracted by the Client. In the event that the publication of the journal is delayed, this rule shall be applied *mutatis mutandis* with the current year of the journal's publication. Therefore, if the Client decides in the course of the year to subscribe to a journal, they will receive the numbers already published in the current year.
- 20.2.** 20.2. In derogation of the previous paragraph (20.1), a subscription to a tips letter in the Astuces & Conseils range will commence from the issue date of the edition published just after the order is placed.
- 20.3.** In general, the duration of a subscription is one year.
- 20.4.** Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year.
- 20.5.** Any cancellation should be communicated by email to the address indicated on the invoice upon confirmation of receipt of the cancellation by LB or by registered mail to the following address:

Lefebvre Belgium SA
Avenue Jean Monnet 4, 1348 Louvain-la-Neuve – Belgium

- 20.6.** If the Client does not receive the email confirming cancellation within two days and provided that they prove that they have not received this confirmation, and if this lack of confirmation means the Client's cancellation "misses the deadline", they shall be granted a grace period of two (2) days to formulate their wish by registered post.
- 20.7.** The subscription is invoiced on an annual basis unless otherwise indicated during the order process, according to the updated price.
- 20.8.** By way of exception, the subscription to the Notarial Directory is invoiced on a quarterly basis.

VII. EXECUTION OF THE SERVICE ORDER

Article 21. DIGITAL FILES

- 21.1.** The Digital Files ordered are provided to the Client by means of a hyperlink from which they can be downloaded.
- 21.2.** The Download hyperlink will be sent within forty-eight (48) hours of confirmation of the order. This hyperlink will be available for three months.

Article 22. KNOWLEDGE BASES

- 22.1.** The duration of a subscription to a Knowledge Base is one year unless otherwise stated in the order process. The subscription will commence from the date stated in the order confirmation process. Once the order has been confirmed, the terms and conditions of access will be communicated to the Client within forty-eight (48) hours of the order confirmation. In case of difficulty with these accesses, the Client must contact LB to reactivate them.
- 22.2.** 22.2. Unless the subscription is cancelled two (2) months before the anniversary date of the subscription at the latest, it is extended by automatic renewal for a period of one year unless otherwise stated in the order process.
- 22.3.** Any cancellation should be communicated by email to the address indicated on the invoice upon confirmation of receipt of the cancellation by LB or by registered mail to the following address:
 - Lefebvre Belgium SA
 - Avenue Jean Monnet 4, 1348 Louvain-la-Neuve – Belgium
- 22.4.** If the Client does not receive the email confirming cancellation within two days and provided that they prove that they have not received this confirmation, and if this lack of confirmation means the Client's cancellation "misses the deadline", they shall be granted a grace period of two (2) days to formulate their wish by registered post.
- 22.5.** The subscription shall be invoiced before each deadline (usually on an annual basis) at the updated price;
- 22.6.** The contents of a Knowledge Base – meaning the resources it contains – to which the Client chooses to have access, are defined in the order. For certain Knowledge Bases, the Client may extend the content of the Knowledge Base subject to an additional order and payment, following the terms set out in the Knowledge Base interface.
- 22.7.** Access to the Monographs as part of a Knowledge Base is possible until the new edition is published.
- 22.8.** The online contents of the new edition of each Monograph will replace the previous version.
- 22.9.** The publisher responsible may remove a Monograph from the Knowledge Base if the content is considered obsolete, even if a new edition has not been published. The Client may not claim any compensation in this regard.
- 22.10.** LB may modify the content of its Knowledge Bases at any time. Where the Agreement is substantially amended, Article 4 of these Conditions shall apply. In this case, the Client may request the termination of its subscription and the amounts already paid by the Client will be credited and reimbursed in proportion to the duration of the subscription that has not yet expired.

Article 23. TRAINING

- 23.1.** LB reserves the right to modify the program or postpone or cancel a training session if circumstances so require, such as in the case of unavailability of the speaker or insufficient number of participants.
- 23.2.** Depending on the circumstances, the Client will be notified as soon as possible of the modification, postponement or cancellation of the Training session by the most appropriate means of communication.
- 23.3.** An attendance certificate will be issued to the Client, if requested, at the end of each Training Session.

- 23.4.** The Client may request cancellation of their participation in a Training session at least 30 days before the date of the Training session by contacting LB. LB shall have full discretion to authorise or refuse such cancellation.
- 23.5.** In the event that the person scheduled to attend the Training session is unable to do so, they may request a replacement up to the day before the Training session, at no extra cost. The name and contact details of the replacement must then be provided to LB.
- 23.6.** The Client is aware that this attendance certificate does not necessarily constitute a training course recognised by an ordinal organisation (Order of lawyers, Institute of Auditors, etc.), valid for the continuing training obligations of certain professions.

Article 24. ADVERTISING SERVICES

- 24.1.** LB may incorporate Client advertisements into its Products, Services and Websites. For this purpose, LB makes available certain advertising spaces that the Client can rent (e.g. on a Knowledge Base or Website) or buy (on a Product) to display their advertising.
- 24.2.** The Special Terms and Conditions will set out the terms for renting or purchasing advertising space, in particular the price, advertising dimensions, printing methods or display methods on the Website or Websites, etc.

Article 25. GENIA-L SERVICES

- 25.1.** LB offers its Clients GenIA-L Services enabling Users to search, obtain answers, summaries and analyses ('Results') from LB's Knowledge Base and/or documents provided by the User using the Generative AI Module.

GenIA-L Services include:

- the GenIA-L Doc tool: a software application, offered in SaaS mode, enabling Users to benefit from quick summaries, detailed analyses and simplified translations of legislation, case law, doctrine and news from the Knowledge Base.
 - the GenIA-L Search tool: a software application, offered in SaaS mode, providing Users with answers to their questions based on legislation, case law, doctrine and news from the Knowledge Base.
 - The GenIA-L Assistant tool: a software application, offered in SaaS mode, allowing Users to query (conversational searches), analyse and summarise documents, extract key data and check references, based on the Knowledge Base, but also on documents uploaded to the tool by the Users themselves via a dedicated interface.
- 25.2.** The Client acknowledges having received from LB all necessary information enabling him/her to assess the suitability of the GenIA-L Services for his needs and to take all necessary precautions for their use.
- 25.3.** The Client's subscription to GenIA-L Doc and GenIA-L Search require a subscription to the Knowledge Base and is for the same duration and under the same conditions as those stipulated in articles 22.1. to 22.5. for the subscription to the Knowledge Base. These services are either an integral part of the Knowledge Base subscription, or an option as defined in the offer.
- 25.4.** The Client's subscription to the GenIA-L Assistant Service constitutes a separate Service and requires a separate subscription under the same conditions as those provided for a subscription to a Knowledge Base in articles 22.1. to 22.5.
- 25.5.** The end of the subscription to one or all of the GenIA-L Services results in the unavailability of access to the Service concerned or to all GenIA-L Services.. If this subscription was taken out as an option, the Client nevertheless retains access to the Knowledge Base for which he has taken out a subscription.
- 25.6.** Depending on the license offer, the Client is informed that the Results will be generated on the basis of all the contents of the Knowledge Base integrated into GenIA-L, but that access to the full text of the sources is limited by the scope of the Knowledge Base to which the Client has subscribed.
- 25.7.** Given the access mode of the GenIA-L Services, the complexity of the queries, the content of the Knowledge Base analysed for the production of the Results and also the number of simultaneous queries to the servers of the Generative AI Module, the response time of the GenIA-L tools may fluctuate significantly.

The Client also acknowledges that, given the technologies used in the Generative AI Module, the content of the Results cannot be considered free from errors or approximations resulting from the algorithmic processing from which they are derived, and that the relevance of the Results depends on the completeness and accuracy of the Request made by the User, as well as the documents that they have themselves uploaded to the tool, where applicable.

The Client expressly agrees not to transmit to a GenIA-L tool, by any means whatsoever (including by uploading, entering, importing or sharing files), any Request, content or document that is contrary to public order and morality, that promotes illegal activities, or that contains personal data or data that is subject to any legal, ethical, deontological or contractual protection. Users are responsible for the wording of Requests and documents they import into the tool and, consequently, for the Results generated.

- 25.8.** LB is free to modify, update the Generative AI Module, and change its supplier, at its discretion - in particular with the aim of improving the performance of the tool - and will make its best efforts to reduce the potentially negative impacts of such modifications.

VIII. RIGHT OF WITHDRAWAL FOR CONSUMER CLIENTS

Article 26. DEADLINE AND STARTING POINT

- 26.1.** Save for the exclusions referred to above or below, the Consumer Client has a period of fourteen (14) days to notify LB of their decision to withdraw from the Agreement.
- 26.2.** The starting point of this fourteen (14) day period varies according to the following cases:
- 26.2.1. If it is an Agreement relating to a Service, the starting point is the day on which the Agreement is entered into;
 - 26.2.2. In the case of an Agreement relating to a Product:
 - 26.2.2.1 the starting point is the day on which the Consumer Client or a third party other than the carrier, and appointed by the Consumer Client, physically takes possession of the Product or;
 - 26.2.2.2 in the event of multiple Products ordered by the Consumer Client in a single order and delivered separately, the starting point is the day on which the Client or a third party other than the carrier, and appointed by the Consumer Client, physically takes possession of the last Product;
 - 26.2.2.3 in the event of Agreements relating to regular delivery of Products (subscription to a journal, for example), for a defined period of time, the starting point is the day on which the Consumer Client or a third party other than the carrier, and appointed by the Consumer Client, physically takes possession of the first Product.

Article 27. NOTIFICATION CONDITIONS

- 27.1.** The Consumer Client will inform LB, prior to the expiry of the fourteen-day withdrawal period, of their decision to withdraw.
- 27.2.** The Consumer Client shall notify LB of their decision to withdraw by sending an email to the address contact@larcier-intersentia.com setting out unambiguously their decision to withdraw.
- 27.3.** To notify their decision to withdraw, the Consumer Client may use the model withdrawal form in Annex 2 of the Belgian Code of Economic Law, available online at <https://economie.fgov.be/sites/default/files/Files/Forms/Formulaire-de-retractation.pdf>.

Article 28. CONDITIONS FOR PRODUCT RETURNS

- 28.1.** Return costs will be borne by the Consumer Client.
- 28.2.** The Consumer Client shall return the Product to LB at the addresses indicated on invoices or delivery orders or on LB's websites.
- 28.3.** The return must be made within fourteen days of notification of the decision to withdraw.

Article 29. REFUND

- 29.1.** In the case of Products, LB will refund the price paid by the Consumer Client within fourteen (14) days of notification of the proof of Product return or actual receipt of the returned Product by LB. The last event is the starting point of the fourteen (14) day period.
- 29.2.** In the case of Services, LB shall refund the price paid within fourteen (14) days of notification by the Consumer Client of their wish to withdraw.
- 29.3.** Unless otherwise agreed, LB will refund the Client using the same payment method as that used by the Client for the initial transaction.
- 29.4.** The Consumer Client will be held liable in the event of depreciation of the Products due to any handling other than that necessary to establish their nature, their features, and their working conditions.

Article 30. EXCLUSIONS

- 30.1.** The Consumer Client may not exercise their right of withdrawal in the following cases:
- 30.1.1. Agreements relating to Services, once the Service has been fully performed, if the Service began with the express prior agreement of the Consumer Client, which also acknowledged that they would lose their right of withdrawal once the contract had been fully performed by LB; The Consumer Client acknowledges and accepts that the Training Sessions are deemed to be fully executed from the moment they begin and that they will therefore lose their right of withdrawal from the beginning;
- 30.1.2. supply of sealed audio or video recordings or sealed computer software, which have been unsealed after delivery;
- 30.1.3. supply of goods or services made to the Consumer Client's specifications or clearly personalised;
- 30.1.4. supply of digital content not provided in physical format, such as a Knowledge Base or Digital File, if the supply began with the express prior agreement of the Consumer Client, which also acknowledged that they would thereby lose their right of withdrawal.
- 30.1.4.1 Regarding the Knowledge Bases and the GenIA-L Services, the activation by the Consumer Client of their access to the Knowledge Base serves as provision of access to the Knowledge Base. The Consumer Client gives prior agreement to the immediate commencement of the execution of the Agreement relating to the provision of access to a Knowledge Base at the time of activation of that access. The Consumer Client acknowledges and accepts that they will lose their right of withdrawal once access is activated.
- 30.1.4.2 Regarding the Digital Files, communication of the hyperlink serves as supply of the Digital File, regardless of when the Client actually downloads it. The Client gives prior agreement to the immediate commencement of the Agreement relating to supply of a Digital File without physical medium (Download scenario). The Consumer Client acknowledges and accepts that they will lose the right of withdrawal as soon as the Digital File is supplied.

IX. PRODUCT RETURNS FOR NON-CONSUMER CLIENTS

Article 31. PRODUCT RETURNS FOR NON-CONSUMER CLIENTS

- 31.1.** Clients who are not Consumers acknowledge that the protective provisions applicable to contracts with Consumers do not apply to them. Clients who are not Consumers may nevertheless request returns of Products purchased from LB, within eight (8) days of receipt of the order.
- 31.2.** 3LB has the leeway to authorise or refuse the return of these Products. Only Products in a perfect condition will be accepted.
- 31.3.** If LB agrees to the return of the Product or Products concerned, the Products must be returned according to the terms stated by LB.

- 31.4.** Refund of the price paid – excluding delivery charges and return charges, which are paid by the Client – will be made within thirty (30) days of receipt of the Products, provided they are returned in perfect condition. The refund will be made by bank transfer into the account number stated by the Client on the return request. Where applicable, a penalty may be claimed from the Client, which will be deducted from the amount to be refunded.

X. OTHER GENERAL OPERATIONAL CLAUSES

Article 32. PROTECTION OF PERSONAL DATA

- 32.1.** Lefebvre Belgium SA [Avenue Jean Monnet 4, 1348 Louvain-la-Neuve, BCE 0436.181.878] processes the Client's personal data in the context of the Services and/or Products it provides. The Client's personal data are processed for customer administration and management purposes, including online support and assistance, sales, business development, marketing and accounting.

The processing of such data is necessary for the performance of the contract with the Client or, if the Client is a legal entity, on the basis of LB's legitimate interest in doing business.

The Client's personal data will only be processed to the extent and for the duration necessary to provide the Service or the Product.

The Client can find all the information on the processing of personal data by LB in the complete Privacy policy available at the following address: https://cdn.larcier-intersentia.com/privacy/LSB/privacy_EN.pdf and the Data Processing Charter relating to Software at the following address <https://cdn.larcier-intersentia.com/privacy/LSB/Dataprocessing-Electronic-products.pdf>.

- 32.2.** If the Software or the Service supplied by LB allows the Client to process the personal data of its own customers, this data is processed by LB as a processor in the name and on behalf of the Client. The Client, having chosen the product and thus defined the purpose and means of the processing, is considered to be the controller of the processing of this data. LB's intervention as a processor is covered by the Data Processing Charter, which can be consulted here <https://cdn.larcier-intersentia.com/privacy/LSB/Dataprocessing-Electronic-products.pdf>.
- 32.3.** The Client can contact LB to exercise the following rights: a request for access or rectification of his personal data; a request for deletion of his data; a request to restrict the processing of his data; an objection against the processing of his data; a request for data portability.
- 32.4.** To exercise these rights or make a complaint about data protection, they may contact LB at the following address privacy@larcier-intersentia.com. If the Client believes that LB is, however, not acting in accordance with the law, he can file a complaint with the Belgian Data Protection Authority (contact@apd-gba.be - (02) 274 48 00 , Drukpersstraat 35, 1000 Brussels)

Article 33. INTELLECTUAL PROPERTY

- 33.1.** This Article shall generally apply to all Protected Works, whether made available to the Client in paper or electronic form. It must be understood in the light of more specific articles organising intellectual property into certain categories of Protected Works, included in the [General Terms and Conditions for Use of the Services](#). In the event of contradiction between this general article and a specific article, the clause contained in the specific article will prevail.

- 33.2.** The Client undertakes not to infringe the property rights and intellectual rights of LB over the Protected Works, and to take the necessary measures to ensure compliance with LB's rights by the persons the Client is vouching for (notably the Users for whom it is responsible).

LB grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Services throughout the term of the subscription and worldwide. The Licence is granted to the Client for the version of the Service available on the date of signature of this contract, as well as for any updates provided by LB to the Customer in connection with its performance.

- 33.3.** All documents and information belonging to the Client that are uploaded and used in connection with the GenIA-L Assistant Service are and remain the property of the Client, and the use of an artificial intelligence system does not confer any rights to LB over such documents and information. Only the use of these documents, information and instructions in connection with the operation of the Service is authorised by the Client.

However, each Result generated by the GenIA-L Assistant tool on the basis of the documents provided by the User constitutes a composite work, in the same way as each Result generated by the GenIA-L Services. These Results constitute Works protected within the meaning of this article and as such are subject to LB's exclusive intellectual property rights.

LB grants the Client, on the Results generated by the GenIA-L Services, the rights of use, reproduction, representation, modification and adaptation for its internal needs only. The Client is not authorised to incorporate all or part of the Results into any computer system based on AI modules, or similar, whether belonging to third parties or to the Customer.

- 33.4.** Only the partial, selective extraction of data in order to print on paper, or partial, selective export of data in an electronic format are authorised, within the limits of normal use, for exclusive use by the Client.
- 33.5.** With the exception of the authorisations mentioned above, the Client may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, disseminate, grant under licence, transfer, sell, in any medium whatsoever, by any means whatsoever, or use in any way whatsoever, all or part of these Protected Works without the prior written authorisation of LB.
- 33.6.** The Client shall not offer copies of the Protected Works to third parties, in any form or under any conditions, whether or not free of charge, except for extracts and in the context of relations with a third party (e.g. with a client, expert or judge) in the course of their consulting activity.
- 33.7.** The Client is also prohibited from disseminating a Protected Work or part of its content by sale, rental, loan, distribution, provision via a network or any other form of provision to third parties, for any purpose, commercial or otherwise, except where an express written exception has been made by LB.
- 33.8.** The Client is formally prohibited from sending any third party, even free of charge, all or part of an element that belongs to a Protected Work, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold.
- 33.9.** LB also opposes any harvesting or mining of texts and data within the meaning of Articles XI.190,20° and XI.299, §5 of the Belgian Economic Law Code. Any harvesting or mining of texts and data relating to the Service, and in particular the Results and/or the Knowledge Base, by any means, robots, scripts, software or any manual or automatic data collection device, tool or process designed to extract or harvest data, and in particular for the purpose of using the content for the development of any software programme, including, but not limited to, the formation of a machine learning or artificial intelligence (AI) system, therefore constitute acts of infringement unless specific prior and formal agreement has been obtained from LB.
- 33.10.** In the case of purchase of a printed Journal or Monograph, or delivery of training media, the Client becomes – subject to full payment – owner of the media.

LB, however, retains exclusive ownership over all the rights related to the content of the Journals, Monographs and training media, whether intellectual and/or economic (Copyright, producer rights over the database, etc.).
- 33.11.** Any breach by the Client of these obligations shall, automatically and without prior formal notice, give rise to a fixed sum of compensation equivalent to 10 times the amount of the invoice for the Protected Work in question (or 10 times the price invoiced on an annual basis if it is a subscription), without prejudice to LB's right to claim a higher amount of compensation, which it may be able to justify, and without prejudice to the right of any partner publishers to initiate proceedings independently of LB.
- 33.12.** However, if LB is required to prove that the Client has, in particular by means of illegal copies, made unlawful use of a Protected Work and/or part of its content, personally, directly or indirectly, or even through a company in which they have an interest, however small, the fixed sum of compensation will be increased to €300,000, without prejudice to the right to claim full compensation for the loss incurred.
- 33.13.** The Client acknowledges that these fixed sums of compensation are justified by the substantial investments and efforts required to publish and develop the Protected Work, update it, obtain, check and present the content and, where applicable, its compatibility with the requirements of the new operating systems provided for Users.
- 33.14.** The Client therefore expressly acknowledges that these fixed sums of compensation only partially cover the losses the publisher might incur due to the Client's breaches of the obligations stipulated in the previous articles.
- 33.15.** LB also reserves the right to initiate proceedings against the party committing the infringement.

33.16. Different brands and logos are likely to appear on LB's Websites, Products and media. These are commercial trademarks or trademarks registered by LB or one of the companies belonging to LB in the European Union and/or other jurisdictions. These trademarks and logos may not be used by Clients or third parties in a way that might cause confusion, or in any other way that deprecates, denigrates or discredits LB or one of the companies belonging to LB. Other trademarks and logos – especially trademarks or logos of partner publishers – may appear on the Websites, Products or other Services offered by LB. These trademarks or logos are the property of their respective owners, who may or may not be related to LB.

Article 34. LIABILITY

- 34.1.** As a rule, all LB's obligations are obligations of means.
- 34.2.** LB employs its best efforts as a publisher to ensure quality editorial and informational content. However, it is not always possible to avoid errors. Accordingly, LB is not liable for any loss or damage caused, if it appears that the information in the Products it provides and the Services it offers is truncated, misleading, incomplete, incorrect or no longer up to date.
- 34.3.** LB does not act as a lawyer or as an adviser to the Client or a User. The editorial information provided by LB does not apply to a situation or specific case study, but to theoretical and general questions. The informational content must always be interpreted and/or applied by a professional in the matter. The Client must retain a critical, professional mind in regard to this informational content.
- 34.4.** The Client acknowledges without any reservation that the GenIA-L Services, although based on a high-performance Generative AI Module and capable of producing precise and coherent Results, remain technologically constrained and can in no way constitute a substitute for an analysis formulated by a duly qualified professional of the Law, or of the field concerned by the query.
- 34.5.** The Client, and each User, must consider the Results with a certain degree of diligence and legal or technical expertise; the Results constitute information sourced from the Knowledge Base, a complementary tool, an aid to the completion of a process carried out by a qualified professional. The relevance of the Results also depends on the completeness and accuracy of the query formulated by the User and the sources available and, in the case of the GenIA-L Assistant Service, the quality of the content provided by the User in the tool.
- 34.6.** The Client is responsible for the content that they or their Users import into the tool, for the compliance of the content with the requirements of Article 25.7. of these terms and conditions, and for the authenticity, accuracy and truthfulness of such content.
- 34.7.** The Client and the Users remain entirely liable in their capacity as professionals, for the adequacy of the Results generated and for the use they make of the Results obtained, for any error of judgement, for the use and interpretations they make of the Results, for the advice they give, the decisions they make and the actions they may take on the basis of the said Results generated by the GenIA-L Services.
- 34.8.** The Client may not, under any circumstances, use the Results in a legal context. None of the Results shall be legally admissible before a court of law, an administration, an administrative authority, a trade union or otherwise.
- 34.9.** LB cannot be held responsible for any errors, slowness or degradation of texts generated by artificial intelligence.
- 34.10.** LB cannot be held liable for any direct or indirect damage suffered by the Client, the User or a third party resulting from the information, documentation provided to the Client or the Results provided to the User. Consequently, the Client shall refrain from taking any legal action against LB or claiming compensation for any damage resulting from the use of the said Results provided as part of the GenIA-L Services.
- 34.11.** LB shall not be held liable for any inconvenience or damage inherent to the use of the Internet, in particular Service breakdown, external intrusion or the presence of computer viruses, fraudulent attempts by phishing (or another technique), misuse or theft of information, unavailability or slowdown of the Services, or any event qualified as Force majeure.
- 34.12.** The Client acknowledges that access to the Services, in SaaS mode, is subject to fluctuations and uncertainties on the part of internet and electricity providers, which may result in degradation, discontinuity or suspension of access to the Services beyond LB's control and outside its technical means. Consequently, LB cannot be held liable for any unavailability or slowdown of the Services.

- 34.13.** LB shall not be held liable in the event of incompatibility between the Client's IT installation (hardware and software) and the Digital Files downloaded or the online Services paid for by the Client. The Client is required to obtain correct information on the compatibility of the hardware or software before placing an order.
- 34.14.** LB shall not be held liable in the event of loss or damage of any kind, physical or material, resulting from improper use or use that is contrary to the intended use of the Service or Product provided by LB.
- 34.15.** Regardless of the Service or Product provided by LB, LB shall not be held liable for:
- 34.15.1. Indirect loss;
 - 34.15.2. insufficient cooperation by the Client in performing the Agreement;
 - 34.15.3. a stock shortage or Product unavailability;
 - 34.15.4. Force majeure;
- 34.16.** In all cases, save for physical injury or death of the Client due to an action or omission by LB, LB's liability is limited to the price of the Product or Service ordered by the Client (the annual price in the case of a subscription product). In all cases, if the price of the Product or Service ordered is higher than €1,000,000, LB's liability is limited to €1,000,000.

Article 35. APPLICABLE LAW

- 35.1.** The law applicable to the interpretation and performance of the Agreement is Belgian law, to the exclusion of any other. If the Client is a Consumer, the law of their country of domicile shall solely apply.
- 35.2.** Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

Article 36. DISPUTES

- 36.1.** The Parties will always attempt to resolve through negotiation any dispute arising from the interpretation or performance of the Agreement. Where applicable, a mediation meeting may be organised on request from one of the Parties, in the presence of an approved business mediator, chosen by mutual agreement. However, this is not a compulsory prerequisite to any legal proceedings.
- 36.2.** Any dispute relating to the performance or interpretation of the Agreement shall come under the sole jurisdiction of the courts in the judicial district of Liège – Liège division for disputes in the French language, and the sole jurisdiction of the courts in the judicial district of Leuven – Leuven division for disputes in the Dutch language.
- 36.3.** However, if the Client is a Consumer, the court in the legal district of their place of domicile shall have sole jurisdiction.
- 36.4.** The proceedings will be held in the language of the Agreement, either French or Dutch.
- 36.5.** If the Client is a Consumer, and they wish to have an extra-judicial settlement, they may also have recourse to the platform:
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&reload=false>

XI. MISCELLANEOUS

Article 37. PROOF

- 37.1.** The Parties expressly agree to accept electronic documents as proof.
- 37.2.** The entire procedure of placing an order (choice of Product or Service, encoding of contact details, confirmation of the order, payment, etc.) or creation of an Account (choice of service, encoding of contact details, confirmation of Account opening) shall serve as acceptance by the Client of the Agreement and/or the placing of the order.

Article 38. TRANSFER OF THE AGREEMENT

Provided the Client is informed in advance, LB may transfer the Agreement or a part thereof – including the receivables and debts related thereto – at any time to any other company.

Article 39. ENTIRETY OF AGREEMENT

Unless otherwise stated in writing, the Parties agree to exclude all other agreements or contractual conditions, including those notified by mail, email or on the back of another document and including those not expressly contested by LB. If the LB purchase order includes Special Terms and Conditions, they will prevail over these General Terms and Conditions.

Article 40. INVALIDITY

The possible illegality or invalidity of an article, paragraph or provision (or part of an article, paragraph or provision) shall not in any way affect the legality of the other articles, paragraphs or provisions of those General Terms and Conditions, nor the rest of that article, paragraph or provision, unless there is an obvious contrary intention in the text. If any part of these General Terms and Conditions is considered to be completely invalid, LB will replace it with a provision that is as close as possible to the economic effect of the provision declared invalid.

GENERAL TERMS AND CONDITIONS FOR USE OF THE SERVICES

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I. IDENTIFICATION – CONTACT DETAILS

Lefebvre Belgium ('LB') is a publisher of professional information. Its offering includes books, knowledge bases (databases and software) magazines, journals, applications, strategy support tools, training and advertising space...

These General Terms and Conditions for Use of the Services govern the use of the Services provided by LB:

Lefebvre Belgium SA
Registered office: Avenue Jean Monnet 4, 1348 Louvain-la-Neuve – Belgium
VAT: BE0436.181.878
RPM: Walloon Brabant

Tel.: 0800 39 067 (free number from Belgium) or +32 (0)2 548 07 13 – *call from Monday to Friday, except public holidays, during business hours*

Email: For any requests regarding the use of the Services, please use the following email address:

contact@larcier-intersentia.com

II. PURPOSE AND SCOPE OF TERMS OF USE

Article 1. DEFINITIONS

1.1. In these General Terms and Conditions for Use of the Services, the definitions of the following terms apply:

1.1.1. Knowledge Base:

1.1.1.1 any IT service provided by LB enabling the Client to access to information resources online; or

1.1.1.2 any software (calculation software and others) provided by LB.

The Knowledge Bases provided by LB include: Strada lex, TaxWin, SocialWin, My Tips & Advice, ComptAccount, Sofisk, WebWinTax-IQ, GoComply, First, PCA,Toxic, GenIA-L Assistant, Toovalu, etc.;

1.1.2. Software: Software refers to any software (calculation software and other software (workflows, etc.)). Software provided by LB include: Sofisk, Webwin, Tax-IQ, First, GoComply, PCA,Toxic GenIA-L Assistant and Toovalu;

1.1.3. Client: the purchaser of a Product(s) and/or Service(s) provided by LB, whether it is a Consumer or a person acting in a professional setting. The Client is always User of the Services provided by LB;

1.1.4. Account: the personal interface that the User may have on one of LB's websites and which allows the User to benefit from certain Services such as, but not limited to, access to Knowledge Bases, to use the Software and tools made available to them by LB, downloading Digital Files, etc.;

1.1.5. Special Terms and Conditions: any conditions specific to the use of a Service whose Content is brought to the attention of the User of the Service at the time of the first use of the Service. If such Special Terms and Conditions exist and contradict these General Terms and Conditions, they shall take precedence over them;

1.1.6. Agreement: these General Terms and Conditions for the Use of the Services (hereinafter "Terms of Use"), any Special Conditions and the [Privacy Charter](#);

1.1.7. Indirect loss: indirect loss is the direct consequence of direct loss and includes, although not limited to, any financial or commercial loss, loss of clients or savings, any commercial disruption whatsoever, any increase in costs and other general expenses, loss of profit, loss of brand image, any delay or disruption to the scheduling of projects or activities, loss of data and its consequences....;

1.1.8. Digital File: any computer file provided by LB presented in a single, specific format (generally PDF or .epub) which displays a work on a digital device;

- 1.1.9. Force Majeure: the following events in particular will be considered as cases of force majeure or fortuitous events: (1) the loss or total or partial destruction of the provider's computer system or its database where any of these events cannot reasonably be attributed to it and where it is not demonstrated that the provider has failed to take reasonable measures to prevent any such events; (2) earthquakes; (3) fires; (4) floods; (5) epidemics and pandemics; (6) acts of war or terrorism; (7) strikes, whether declared or not, including total or partial strikes by postal services, means of transport and/or communications; (8) lockouts and lockdown; (9) embargoes; (10) insurrections and riots; (11) a stoppage of energy supply (such as electricity); (12) a fault on the network for the Internet of the system of data storage; (13) a fault on any telecommunications network, whether it be provided by LB or a third party, and any loss of connectivity on the Internet network; or (14) any other cause beyond LB's reasonable control;
 - 1.1.10. Protected Works: all works and elements protected by any intellectual property right belonging to or managed on behalf of a third party by LB or one of the companies belonging to LB, or including but not limited to Journals, Monographs, Digital Files, all elements comprising the Knowledge Bases, the tools comprising the GenIA-L Services, training media and content, the Results generated by the GenIA-L Services, etc., marketed or provided to Clients or third parties by LB in one way or another;
 - 1.1.11. Party: refers indiscriminately to one of the two Parties to the Agreement;
 - 1.1.12. Parties: the Parties to this Agreement;
 - 1.1.13. Product: any product supplied by LB to a Client;
 - 1.1.14. Request(s): all instructions, prompts or questions formulated by the User in the tools comprising the GenIA-L Services.
 - 1.1.15. Results: the result produced by the AI Module integrated into the GenIA-L Services in response to each Request.
 - 1.1.16. Service: any service, whether it is training or making available a Knowledge Base, Platform, Digital Files, Websites, GenIA-L tools, etc. carried out by LB;
 - 1.1.17. GenIA-L Services or GenIA-L Tools: applications running on a Generative AI Module, including GenIA-L Doc, GenIA-L Search and GenIA-L Assistant tools.
 - 1.1.18. Generative AI Module: automated technological and IT infrastructures and platforms that use computational and algorithmic techniques for deep learning and natural language processing to index, analyse and synthesise textual input from various information sources and provide ('generate') responses by linking this information and processing to the queries made and synthesising the content thus processed.
 - 1.1.19. Website: one or all of the websites managed or edited by LB, whether they are portals to Services or static display websites or any other site complementary to a magazine published by LB;
 - 1.1.20. Download: the fact of transmitting and/or reproducing a Digital File on a digital device;
 - 1.1.21. User: any person using one of the Services provided by LB either because the person has contracted with LB directly (the Client User), or because they have obtained access to the Service either through a Client (the Non-Client User) or not (e.g. a simple visitor to a Website). Clients are considered to be Users but Users are not necessarily Clients.
- 1.2. Unless otherwise stated, plurals include the singular, and vice versa.
 - 1.3. Terms not defined are understood in their usual sense.
 - 1.4. Unless otherwise stated, lists appearing in the Agreement are never exhaustive.

Article 2. PURPOSE OF THE TERMS AND CONDITIONS

- 2.1. These Terms of Use are intended as a guide to the use of LB Services by any User.
- 2.2. In the event that the User is also a Client of LB, the "[General Terms and Conditions for the Sale of Products and Services](#)" also apply to the User.

Article 3. ACCEPTANCE OF THE TERMS AND CONDITIONS FOR USE OF THE SERVICES

- 3.1.** By using LB Services, for example by using Knowledge Bases or surfing Platforms, by using the GenIA-L tools, by downloading Files, by consulting them and/or by using them in any way, by registering via any form available on Knowledge Bases or Platform, by becoming a member, by visiting LB Websites, etc., the User formally agrees, without conditions and without reservation, to these Terms of Use and undertakes to respect them.

Article 4. AMENDMENT OF THE TERMS OF USE

- 4.1.** LB reserves the right to amend these Terms of Use at any time. LB shall notify the Client beforehand, in accordance with [the General Terms and Conditions for the Sale of Products and Services](#). The latter shall in turn inform any Users under their responsibility. Changes to new features added to the Service or made for legal reasons come into effect immediately.
- 4.2.** If the Non-Client User does not accept the changes to the Terms of Use, the Non-Client User must delete any Account they hold and cease any use of the Service.
- 4.3.** In the event of a substantial amendment to the Agreement, General [Terms and Conditions for the Sale of Products and Services](#) provide the option for the Client to terminate the Agreement.

III. USE OF THE SERVICES

Article 5. ACCOUNT MANAGEMENT

- 5.1.** For access to or use of the Service, the User may need to register or become a member. In this case, when registering, the User undertakes to provide accurate, up-to-date, and complete data and to ensure that it is updated regularly. Otherwise, LB is entitled to suspend or terminate the User's Account, or to deny the User access to all or part of the Service or its content. If applicable, the User undertakes to keep their login and password secret and not to share them with third parties. The User remains solely responsible for the confidentiality of their password and any use that may occur without their knowledge. In case of doubt as to the confidentiality of the password, it is up to the User to modify it immediately or to notify LB in writing as soon as possible.
- 5.2.** As a rule, one Account must correspond to one single individual. It is not permitted for several individuals to use the same Account.
- 5.3.** LB reserves the right to refuse access, close an Account, remove or edit content if the User breaches any one of the applicable laws or any provision of the Agreement, including displaying abnormal behaviour which a normally prudent and diligent User should not display when using the Service normally. Where applicable, refusal of access may relate to a specific IP address or MAC address.

Article 6. MEANS OF ACCESS TO THE SERVICES

- 6.1.** Each User will have access to the Service via a personal email address and a password, except in the case of access via IP recognition.
- 6.2.** It is up to the User to equip themselves with the IT, and possibly human, resources necessary to ensure its connectivity with the Services.
- 6.3.** Access to certain Services (particularly Digital Files) requires an Internet connection, electronic devices connected to the Internet and reading software. These devices and software must enable the reading of the Services provided by LB, in one or more widely accepted formats, and meet the technical requirements imposed by these types of Services.
- 6.4.** In the context of the User's access to the Services, the User shall be expressly prohibited, in any way and whatever the technical means used, failing which they may be held liable, from:
- 6.4.1.** attempting to obtain access to parts of the Services that are not publicly placed online or are not accessible to the User as part of their use;
- 6.4.2.** performing any act which could, at any time, compromise the proper functioning of the Service in any manner whatsoever;



- 6.4.3. using any (automatic) system, such as, but not limited to, robots, spiders, offline readers, etc.;
 - 6.4.4. viewing, up/downloading, sending, email or otherwise transmitting any content that is illegal, harmful, threatening, or constitutes harassment, is abusive, defamatory, vulgar, obscene, or threatens the privacy of others, is hateful, racist, or otherwise reprehensible;
 - 6.4.5. consulting, displaying, up/downloading, sending or transmitting any content that would be contrary to existing international laws;
 - 6.4.6. attempting to mislead other Users by usurping the name or corporate name of others;
 - 6.4.7. up/downloading, displaying, sending, transmitting by email or in any other way any violent content, patent, trademark, trade secret, intellectual property or other property rights of others;
 - 6.4.8. up/downloading, displaying, transmitting by email or in any other way any content including, but not limited to, computer viruses or any other code, folder or program designed to interrupt, destroy, obstruct, disrupt, or limit the functionality of any software, computer, service, server, network or telecommunications tool;
 - 6.4.9. committing any action that has a disruptive effect that impedes the ability of other Users to access the Service;
 - 6.4.10. refusing to comply with the required terms and conditions, procedures, general rules or regulatory provisions applicable to networks connected to the Service;
 - 6.4.11. asking questions in one of the GenIA-L tools or in the Knowledge bases that are contrary to public order and morality or that would promote illegal activities or which contains personal data or data subject to any legal, ethical, deontological or contractual protection;
 - 6.4.12. transmit to a GenIA-L tool, by any means whatsoever (including by uploading, entering, importing or sharing files), any Request, content or document that is contrary to public order and morality, that promotes illegal activities, or that contains personal data or data subject to any legal, ethical, deontological or contractual protection..
- 6.5.** The User undertakes to take all reasonable and necessary precautions to prevent their equipment or data from being affected by viruses, bugs, Trojan horses, or any other malicious computer program of any kind.
- 6.6.** The User accepts that the features offered through the Services are likely to evolve. Thus, some will be deleted and others added, without the User being able to consider that access to a particular feature constitutes an acquired right. Similarly, LB alone will decide whether to include or delete any content presented in the Service.

Article 7. AVAILABILITY – EXPORT – BACK-UP

- 7.1.** LB uses its best efforts to ensure correct operation and access to the Services (Websites, IT services, Knowledge Bases and GenIA-L tools) 24/7.
- 7.2.** LB reserves the right, at any time and for any reason whatsoever, to temporarily or permanently alter or interrupt access to the Services without having to inform the Users beforehand, for any valid reason.
- This will include, for example, maintenance of the Services or a significant change in the content and/or features offered.
- This will also be the case where LB may legitimately believe that the User has violated, or acted in contradiction with, the Agreement or any other legal requirement in force at the time of the violation.
- 7.3.** If the User wishes to save certain data belonging to them, they shall contact the Client responsible.

Article 8. REVIEWS

- 8.1.** When there is an option to write a review or comment about a Product or Service via an LB Service (e.g. a Website), the User must comply with all the applicable legislation.
- 8.2.** Any comments that are insulting, racist, xenophobic, discriminatory, clearly made for commercial or promotional purposes, fraudulent, sponsored or exceeding the limits of reasonable moderation in the expression of a constructive review about a Product or Service, are prohibited.

- 8.3.** The reviews or comments referred to in this article will be deleted without notice. The User concerned will hold LB harmless against any third Party claim, including taking voluntary legal action, and representing LB if necessary, notwithstanding LB's option to claim compensation for its own loss.

IV. INTELLECTUAL PROPERTY

Article 9. GENERAL CLAUSE

- 9.1.** This article applies generally to all Protected Works. It must be understood in the light of more specific articles organising intellectual property into certain categories of Protected Works. In the event of contradiction between this general article and a specific article, the clause contained in the specific article will prevail.
- 9.2.** The User undertakes not to infringe the property rights and intellectual rights of LB (Copyrights, copyrights relating to computer programs, database producer's rights, etc.) on Protected Works, and to take the necessary measures to ensure respect for the rights of LB and third-party publishers disseminated by LB by the persons for whom it vouches.
- 9.3.** Only the partial, selective extraction of data in order to print on paper, or partial, selective export of data in an electronic format in a non-permanent manner outside the network(s) are authorised, within the limits of normal use, for exclusive use by the User.
- 9.4.** With the exception of the authorisations mentioned above, the User may not, under any circumstances, copy, reproduce, represent, modify, transmit, publish, adapt, distribute, disseminate, grant under licence, transfer, sell, in any medium whatsoever, by any means whatsoever, or use in any way whatsoever, all or part of these Protected Works without the prior written authorisation of LB. In the event of an infringement of this provision, which the User has not remedied within 48 hours of notification by LB via email, LB reserves the right to terminate the use of the Service.
- 9.5.** The User shall not offer copies to third parties, in any form or under any conditions, whether or not free of charge, except for extracts and in the context of relations with a third party (e.g. with a client, expert or judge) in the course of their consulting activity.
- 9.6.** The User is also prohibited from disseminating a Protected Work or part of its content by sale, rental, loan, distribution, provision via a network or any other form of provision to third parties, for any purpose, commercial or otherwise, except where an express written exception has been made by LB.
- 9.7.** The User is formally prohibited from sending any third party, even free of charge, all or part of an element that belongs to a Protected Work, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold.
- 9.8.** LB opposes all web scraping and text and data mining operations within the meaning of article XI.190,20° and XI.299, §5 of the Belgian Economic Law Code. This objection covers the entire GenIA-L Service and the Knowledge Base to which the Internet links in the Results refer. Any web scraping and text and data mining operations targeting the GenIA-L Service, and in particular the Results, and/or the Knowledge Base, by any processes, robots, scripts, software or any manual or automatic data collection device, tools or processes designed to extract or harvest data, and in particular in order to use the content for the development of any software, including, but not limited to, the formation of a machine learning or artificial intelligence (AI) system, therefore constitutes acts of infringement unless specific prior and formally expressed consent is obtained from LB.
- 9.9.** Licenses are concluded exclusively for a use by the Client for its internal purposes. Licenses are nominative and may not be shared or pooled between different Users or any other person.
- 9.10.** The Client and the User agree not to transfer, in whole or in part, the License and/or any rights and obligations arising therefrom to a third party by any means whatsoever, whether in return for payment or free of charge, or by contribution of goodwill. They also undertake not to make the Services available, even free of charge, to any person not expressly authorised to use them.

Article 10. WEBSITES

- 10.1.** All the elements accessible on the LB Website, their compilation and layout (texts, photographs, images, icons, videos, software, databases, including their structure and content, etc.) are protected by the intellectual property rights belonging to LB, one of the LB companies or the third party that has granted a user right to LB.
- 10.2.** LB retains exclusive ownership over all the rights related to the LB Websites, whether intellectual and/or economic (Copyrights, copyrights relating to computer programs, database producer's rights, etc.).
- 10.3.** Any use of software intended to browse and/or automatically extract all or part of the LB Websites is strictly prohibited.
- 10.4.** Any use of any software or mechanism allowing the capture of all or part of the Websites, including databases freely accessible on LB's Websites, is strictly prohibited.
- 10.5.** Various trademarks and logos appear on the LB Websites and media. These are commercial trademarks or trademarks registered by LB or one of the companies belonging to LB in the European Union and/or other jurisdictions. These trademarks and logos may not be used by Users or third parties in a way that might cause confusion, or in any other way that deprecates, denigrates or discredits LB or one of the companies belonging to LB. Other trademarks and logos – especially trademarks or logos of partner publishers – may appear on the Websites, Products or other Services offered by LB. These trademarks or logos are the property of their respective owners, who may or may not be related to LB.

Article 11. DIGITAL FILE

- 11.1.** LB retains exclusive ownership over all the rights related to the Digital Files, whether intellectual and/or economic (Copyrights, database producer's rights, etc.).
- 11.2.** The Digital Files purchased on the Website are protected by technical protection Measures: "Digital Rights Management systems", known as "DRM", or "watermarking", meaning protective systems that control their use, in particular copying within a private circle. The purpose of these DRM is to offer the User maximum flexibility in using the downloaded recordings, whilst protecting copyright, artists and publishers of the works.
- 11.3.** The User undertakes not to bypass or infringe the control technology for use of the downloaded Digital Files, or any system having the same objective.
- 11.4.** Any attempt to bypass these Measures will be subject to penalties.

Article 12. KNOWLEDGE BASES

- 12.1.** LB retains exclusive ownership over all the rights related to the Knowledge Bases, whether intellectual and/or economic (copyrights, database producer's rights, etc.). This exclusive ownership specifically covers the Knowledge Bases interface (including design and layout), the source code of the underlying software, the structure of the databases and their content, the text of the documentation, the user manual, and any other code or element that might comprise them.
- 12.2.** The User only receives the right to use the Knowledge Bases and their contents in a personal capacity. As such, the User is granted a personal licence to use the Knowledge Base and its content, which is non-assignable, non-transferable, and is limited exclusively to use for personal purposes. The duration of the licence to use the Knowledge Base is limited to the duration contracted by the Client during the order process. The Non-Client User must contact the Client responsible, to find out the duration.
- 12.3.** Any use of software intended to browse and/or automatically extract all or part of the LB Knowledge Bases is strictly prohibited.
- 12.4.** Any use of any software or mechanism allowing the capture of all or part of the Knowledge Bases, including parts of freely searchable databases on LB's websites, is strictly prohibited.
- 12.5.** The User is formally prohibited from sending internally or to any third party, even free of charge, all or part of an element that belongs to a Knowledge Base, if this communication has the result of freely conferring on this third party the equivalent of a licence that it does not hold. Use of any technology enabling all or part of the Knowledge Base to be included in a software application or on a website while concealing the exact origin of the information, even if only partially, or that might create confusion as to the origin of the information, is specifically prohibited.

Article 13. GENIA-L SERVICES

- 13.1.** LB is the owner of all intellectual property rights, enabling the operation of the GenIA-L Services. All titles and copyrights relating to the GenIA-L Services are held by LB or its partners and subcontractors.
- 13.2.** All documents and information belonging to the Client that are uploaded and used in connection with the GenIA-L Assistant Service are and remain the property of the Client, and the use of an artificial intelligence system does not confer any rights to LB over such documents and information. Only the use of these documents, information and instructions in connection with the operation of the Service is authorised by the Client.
- However, each Result generated by the GenIA-L Assistant tool on the basis of the documents provided by the User constitutes a composite work, in the same way as each Result generated by the GenIA-L Services. These Results constitute Works protected within the meaning of this article and as such are subject to LB's exclusive intellectual property rights.
- 13.3.** All Results, answers, software, graphical interface elements, logos, icons and trademarks identifying the GenIA-L Services as well as any element of the IT infrastructure and in particular the Generative AI Module implemented or developed or any other element associated with the GenIA-L Services, are protected by copyright and/or by the law protecting databases within the meaning of the Belgian Code of Economic Law (CEL), and for the whole world.
- 13.4.** Each Result generated by the GenIA-L tools on the basis of the Knowledge Base constitutes a protectable work within the meaning of article XI.165.CEL and as such is subject to the exclusive intellectual property rights of LB.
- 13.5.**
- 13.6.** LB opposes all web scraping and text and data mining operations within the meaning of article XI.190,20° and XI.299, §5 of the Belgian Economic Law Code. This objection covers the entire GenIA-L Service and the Knowledge Base to which the Internet links in the Results refer. Any web scraping and text and data mining operations targeting the GenIA-L Services, and in particular the Results, and/or the Knowledge Base, by any processes, robots, scripts, software or any manual or automatic data collection device, tools or processes designed to extract or harvest data, and in particular in order to use the content for the development of any software, including, but not limited to, the formation of a machine learning or artificial intelligence (AI) system, therefore constitutes acts of infringement unless specific prior and formally expressed consent is obtained from LB. LB grants the Client, on the Results, the rights of use, reproduction, representation, modification and adaptation for its internal needs only. The Client is not authorised to incorporate all or part of the Results into any computer system based on AI modules or similar, whether belonging to third parties or belonging to the Client.
- 13.7.** LB grants the Client a personal, non-exclusive, non-assignable and non-transferable right to use the GenIA-L Services, for the entire duration of the subscription and for the entire world. The License is granted to the Client for the version of the GenIA-L Services available on the date of the signature of the order form, as well as for any updates transmitted by LB to the Client as part of the execution of the GenIA-L Services.
- 13.8.** Any use of the GenIA-L Services not expressly authorised by LB hereunder is unlawful. The Client is therefore prohibited from reproducing any element of the GenIA-L Services, or any documentation relating thereto, by any means whatsoever, in any form whatsoever and on any medium whatsoever.
- 13.9.** Except with LB's written consent, the Client may not, in particular, carry out :
- 13.9.1. any representation, distribution, provision or marketing of the GenIA-L Services, whether free of charge or in return for payment;
 - 13.9.2. any use of the GenIA-L Services in any way whatsoever, for the purposes of designing, producing, distributing or marketing similar, equivalent or substitute GenIA-L Services, including by means of software.

V. OTHER GENERAL OPERATIONAL CLAUSES

Article 14. PROTECTION OF PERSONAL DATA

- 14.1.** Lefebvre Belgium SA [Avenue Jean Monnet 4, 1348 Louvain-la-Neuve, BCE 0436.181.878] processes the User's personal data in the context of the Services it provides. The User's personal data is processed for customer administration and management purposes, including online support and assistance.

The processing of such data is necessary for the performance of the contract with the Client if the User is a Client, or in all other cases, on the basis of LB's legitimate interest in doing business.

The User's personal data will only be processed to the extent and for the duration necessary to provide the Service.

- 14.2.** The User's personal data will not be communicated to the Client for the purpose of reporting on the User's individual use of the Services, unless the User agrees to such communication.
- 14.3.** The User can find all the information on the processing of personal data by LB in the complete Privacy policy available at the following address https://cdn.larcier-intersentia.com/privacy/LSB/privacy_EN.pdf and the Data Processing Charter relating to Knowledge Bases at the following address <https://cdn.larcier-intersentia.com/privacy/LSB/Dataprocessing-Electronic-products.pdf>.
- 14.4.** If the Software supplied by LB allows the User to process the personal data of the own customers of the Client, this data is processed by LB as a processor in the name and on behalf of the Client. The Client, having chosen the product and thus defined the purpose and means of the processing, is considered to be the controller of the processing of this data. LB's intervention as a processor is covered by the Data Processing Charter, which can be consulted here <https://cdn.larcier-intersentia.com/privacy/LSB/Dataprocessing-Electronic-products.pdf>.
- 14.5.** The User can contact LB to exercise the following rights: a request for access or rectification of his personal data; a request for deletion of his data; a request to restrict the processing of his data; an objection against the processing of his data; a request for data portability.
- 14.6.** To exercise these rights or make a complaint about data protection, the User may contact LB at the following address privacy@larcier-intersentia.com. If the Client or User believes that LB is, however, not acting in accordance with the law, he can file a complaint with the Belgian Data Protection Authority (contact@apd-gba.be - (02) 274 48 00, Drukpersstraat 35, 1000 Brussels).

Article 15. LIABILITY

- 15.1.** The User undertakes to comply with these general terms and conditions for use of the services. In the event of a proven breach of these terms of use by the User, LB may immediately terminate the Agreement to the exclusive detriment of the Client to whom the User belongs, without the Client being entitled to claim any reimbursement if it has subscribed to a Service whose term has not expired. This is without prejudice to LB's right to claim any other amount or damages related to the termination of the Agreement due to the Client's fault.
- 15.2.** As a rule, all LB's obligations are obligations of diligence.
- 15.3.** LB employs its best efforts as a publisher to ensure quality editorial and informational content at the time of its release. However, it is not always possible to avoid errors. Accordingly, LB is not liable for any loss or damage caused, if it appears that the information in the Products it provides and the Services it offers is truncated, misleading, incomplete, incorrect or no longer up to date.
- 15.4.** LB does not act as a lawyer or as an adviser to the User. The editorial information provided by LB does not apply to a situation or specific case study, but to theoretical and general questions. The informational content must always be interpreted and/or applied by a professional in the matter. The User must retain a critical, professional mind in regard to this informational content.
- 15.5.** LB shall not be held liable for any inconvenience or damage inherent to the use of the Internet, in particular service breakdown, external intrusion or the presence of computer viruses, fraudulent attempts by phishing (or another technique), misuse or theft of information, or any event qualified as Force Majeure. Users are therefore strongly advised to install the necessary firewall, anti-virus and other protective software, in order to prevent possible damage to their computers, and to be cautious about the communication of personal data.
- 15.6.** LB shall not be held liable in the event of incompatibility between the User's IT installation (hardware and software) and the Digital Files downloaded or the online Services made available to the User. The User is required to obtain correct information on the compatibility of the hardware or software before placing an order.
- 15.7.** LB shall not be held liable in the event of loss or damage of any kind, physical or material, resulting from improper use or use that is contrary to the intended use of the Service provided by LB.
- 15.8.** Regardless of the Service provided by LB, LB shall not be held liable for:
 - 15.8.1. Indirect loss;
 - 15.8.2. insufficient cooperation by the User in performing the Agreement;

15.8.3. Force Majeure;

Article 16. APPLICABLE LAW

- 16.1.** The law applicable to the interpretation and performance of the Agreement is Belgian law, to the exclusion of any other. If the User is a Consumer, the law of their country of domicile shall solely apply.
- 16.2.** Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

Article 17. DISPUTES

- 17.1.** The Parties will always attempt to resolve through negotiation any dispute arising from the interpretation or performance of the Agreement. Where applicable, a mediation meeting may be organised on request from one of the Parties, in the presence of an approved business mediator, chosen by mutual agreement. However, this is not a compulsory prerequisite to any legal proceedings.
- 17.2.** Any dispute relating to the performance or interpretation of the Agreement shall come under the sole jurisdiction of the courts and tribunals in the judicial district of Liège – Liège division for disputes in the French language, and the sole jurisdiction of the courts and tribunals in the judicial district of Leuven – Leuven division for disputes in the Dutch language.
- 17.3.** However, if the User is a Consumer, the court in the legal district of their place of domicile shall have sole jurisdiction.
- 17.4.** The proceedings will be held in the language of the Agreement, either French or Dutch.
- 17.5.** If the User is a Consumer, and they wish to have an extra-judicial settlement, they may also have recourse to the platform: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
- 17.6.** If the User is also a Client of LB, the dispute resolution provision resulting from the “[General Terms and Conditions for the sale of Products and Services](#)” applies, not this provision.

VI. MISCELLANEOUS

Article 18. ENTIRETY OF AGREEMENT

These Terms of Use exclude and replace any other general terms of use of the User.

Article 19. INVALIDITY

If an article in these Terms of Use is judged to be illegal, invalid or inapplicable, in full or in part, by virtue of any applicable law or court decision, this article will be deemed not to be part of the Agreement, without the legality, validity or applicability of the remainder of the Agreement being affected. LB will replace it with a provision that will approach as closely as possible the economic effect of the provision declared invalid.



DATA PROCESSING CHARTER FOR THE SOFTWARE PRODUCTS OFFERED BY LB

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Lefebvre Belgium (hereafter 'LB') is a publisher of professional information established at Avenue Jean Monnet 4, 1348 Louvain-la-Neuve, Belgium and registered at the Crossroads Bank for Enterprises under the number (BE)0436.181.878. LB offers products and services, including books, knowledge bases software products, magazines, journals, applications, strategy support tools, training and advertising space, etc.

The Client may decide, in compliance with the General Terms and Conditions for sales of Products and Services and the General Terms and Conditions for use of services (together referred to as "GC"), to use LB's Software Products which refers to any software (calculation software and others) provided by LB, such as Sofisk, Webwin, Tax-IQ, First, GoComply, Toxic, GenIA-L Assistant and Toovalu.

LB respects at all times the obligations prescribed by the legislation, in particular Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data ('GDPR')

LB processes the data of Clients and Users in order to provide them with those software, create their accounts, invoice subscriptions and manage the contractual relationship with them. LB process the Client/User's data for that purpose in its capacity as the controller of the processing. For this processing, we refer to the privacy policy of LB available here: https://cdn.larcier-interSentia.com/privacy/LSB/privacy_EN.pdf.

When providing Software Products (with the exception of Toxic and Toovalu), LB also processes the personal data introduced by the Client and/or User into the software when they use it. In this case, LB only processes these personal data as a processor, at the request of and to the benefit of the Client(s) who remain(s) the sole controller(s) of these data.

The processing operations covered by the present charter are the following :

- Subject-matter and nature of the processing: As a processor LB makes available the technical infrastructure necessary to allow the User(s) to benefit from the Software Products provided. Therefore, LB has access to the data that the User enter into the software when using the tools.
- Purpose of the processing : enable Clients and Users to use the tools provided by LB (calculation software and others).
- Type of personal data: first name, last name, contact details, case number, amounts inserted in the various calculators, etc.
- Categories of data subjects : The Client/User's own customers
- Duration of the processing : Processing by LB shall only take place for as long as the Software Product is used following the contract with the Client.

Data processing are described in more detail in the product data sheets.

As a processor, LB engages itself to respect the obligations set out in this Charter, that serves as the legal act under Belgian law that is binding on the processor with regard to the controller, as provided in Article 28.3 GDPR.

With this Charter LB, as processor, takes on the following obligations:

Data processing following the instructions of the Client(s)

The data is only processed by LB on the documented instructions of the Client(s) including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, LB shall, as processor, inform its Client(s), the controller(s), of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

LB shall immediately inform the Client if, in its opinion, an instruction infringes the GDPR or other applicable legislation.

Purpose limitation

LB shall process the personal data only for the specific purpose(s) of the processing, as set out in the CGV and CGU, unless it receives further instructions from the Client(s).

Security of processing

LB shall implement the appropriate technical and organisational measures to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to the data (personal data breach). In assessing the appropriate level of security, due account is taken of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

LB shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing, and monitoring of the contract, including online assistance and support. LB shall ensure that persons authorised to process the personal data received have committed themselves to confidentiality.

Documentation and compliance

LB shall make available to the Client all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and the GDPR. At the Client's request, LB shall also permit and contribute to audits of the processing activities covered by this Charter, at reasonable intervals or if there are indications of non-compliance. Costs of such audit shall have to be borne by the Client.

The Client or the auditor appointed by him/her shall inform LB at least 20 working days in advance of the intention to carry out an audit. The modalities of the audit are further regulated by the parties.

Use of sub-processors

LB has the Client's general authorisation for the engagement of sub-processors from an agreed list.

Where LB engages a sub-processor for carrying out specific processing activities (on behalf of the Client), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on LB in accordance with this Charter.

LB shall remain fully responsible to the Client for the performance of the sub-processor's obligations in accordance with its contract with LB.

International transfers

Transfers of data to a third country or an international organisation outside EEA by LB are not permitted, unless instructed in writing by the Client or to comply with a specific requirement under Union or Member State law to which the processor is subject. In that case, the transfer should take place in accordance with Chapter V of the GDPR, as interpreted by the Court of Justice of the European Union.

Support and assistance to the Client

LB shall promptly notify the Client of any request it has received from the data subject. It shall not respond to the request itself.

LB shall assist the Client in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing.

In fulfilling these obligations LB shall comply with the Client's instructions.

LB shall furthermore assist the Client in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

- (1) the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
- (2) the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Client to mitigate the risk;
- (3) the obligation to ensure that personal data is accurate and up to date, by informing the Client without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;
- (4) the obligations in Article 32 of the GDPR.

Notification of personal data breach

LB shall notify the Client without undue delay after having become aware of a personal data breach. Such notification to the Client shall contain, at least:

- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

Furthermore, LB shall, in the event of a personal data breach, cooperate with and assist the Client to comply with its obligations under Articles 33 and 34 of the GDPR, where applicable, taking into account the nature of processing and the information available to the processor.

Liability

LB is only liable vis-à-vis the Client for direct damage resulting from an act or omission if the processing does not comply with the obligations of the GDPR specifically addressed to processors, or from an act or omission contrary to the lawful instructions of the Client.

LB's liability towards the Client, for whatever reason, is limited to the annual price of the Software ordered by the Client and invoiced to the Client. In all cases, if such value is higher than €1,000,000, LB's liability is limited to €1,000,000.

Action upon termination of the contract

Following termination of the contract, LB will allow the Client(s) to recover the personal data which they have registered in the Software Product or, if the Client(s) ask(s) for this, will delete all personal data processed on behalf of the Client.

For questions concerning the way in which LB processes personal data, as a Processor, it is always possible and recommended to contact LB at privacy@larcier-intersentia.com. It is also possible to exercise the rights attributed by the GDPR by sending an email to the same address. To obtain more information on the processing of personal data in general or to contest the way in which LB processes your personal data, contact can be taken with the Data Protection Authority (l'Autorité de protection des données, Rue de la Presse 35 à B-1000 Bruxelles – contact@apd-gba.be – www.autoriteprotectiondonnees.be).